

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT**DIRECTIONS**

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: <input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT		CASE NUMBER _____
CASE NAME: First Class Title, Inc.		vs. RLI Insurance Company
		(Clerk to insert)
PARTY'S NAME: First Class Title, Inc.		PHONE: _____
PARTY'S ADDRESS: 1803 Research Boulevard, Suite 512, Bethesda, MD 20814		
PARTY'S E-MAIL: _____		
If represented by an attorney:		
PARTY'S ATTORNEY'S NAME: Roy I. Niedermayer		PHONE: (301) 951-4456
PARTY'S ATTORNEY'S ADDRESS: 4800 Hampden Lane, 6th Floor, Bethesda, MD 20814		
PARTY'S ATTORNEY'S E-MAIL: rniedermayer@paleyrothman		
JURY DEMAND? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
RELATED CASE PENDING? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Case #(s), if known: _____		
ANTICIPATED LENGTH OF TRIAL?: _____ hours _____ days		
PLEADING TYPE		
New Case: <input checked="" type="checkbox"/> Original <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Appeal		
Existing Case: <input type="checkbox"/> Post-Judgment <input type="checkbox"/> Amendment		
<i>If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.</i>		
IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)		

TORTS <input type="checkbox"/> Asbestos <input type="checkbox"/> Assault and Battery <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Conspiracy <input type="checkbox"/> Conversion <input type="checkbox"/> Defamation <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Fraud <input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____ <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Malpractice-Medical <input type="checkbox"/> Malpractice-Professional <input type="checkbox"/> Misrepresentation <input type="checkbox"/> Motor Tort <input type="checkbox"/> Negligence <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Specific Performance <input type="checkbox"/> Toxic Tort <input type="checkbox"/> Trespass <input type="checkbox"/> Wrongful Death CONTRACT <input type="checkbox"/> Asbestos <input type="checkbox"/> Breach <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Confessed Judgment (Cont'd) <input type="checkbox"/> Construction <input type="checkbox"/> Debt <input type="checkbox"/> Fraud	<input type="checkbox"/> Government <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Product Liability PROPERTY <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Breach of Lease <input type="checkbox"/> Detinue <input type="checkbox"/> Distress/Distrain <input type="checkbox"/> Ejectment <input type="checkbox"/> Forcible Entry/Detainer <input type="checkbox"/> Foreclosure <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Currency or Vehicle <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Land Installments <input type="checkbox"/> Lien <input type="checkbox"/> Mortgage <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Statement Condo <input type="checkbox"/> Forfeiture of Property / Personal Item <input type="checkbox"/> Fraudulent Conveyance <input type="checkbox"/> Landlord-Tenant <input type="checkbox"/> Lis Pendens <input type="checkbox"/> Mechanic's Lien <input type="checkbox"/> Ownership <input type="checkbox"/> Partition/Sale in Lieu <input type="checkbox"/> Quiet Title <input type="checkbox"/> Rent Escrow <input type="checkbox"/> Return of Seized Property <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Tenant Holding Over	PUBLIC LAW <input type="checkbox"/> Attorney Grievance <input type="checkbox"/> Bond Forfeiture Remission <input type="checkbox"/> Civil Rights <input type="checkbox"/> County/Mncpl Code/Ord <input type="checkbox"/> Election Law <input type="checkbox"/> Eminent Domain/Condemn. <input type="checkbox"/> Environment <input type="checkbox"/> Error Coram Nobis <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Mandamus <input type="checkbox"/> Prisoner Rights <input type="checkbox"/> Public Info. Act Records <input type="checkbox"/> Quarantine/Isolation <input type="checkbox"/> Writ of Certiorari EMPLOYMENT <input type="checkbox"/> ADA <input type="checkbox"/> Conspiracy <input type="checkbox"/> EEO/HR <input type="checkbox"/> FLSA <input type="checkbox"/> FMLA <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Wrongful Termination INDEPENDENT PROCEEDINGS <input type="checkbox"/> Assumption of Jurisdiction <input type="checkbox"/> Authorized Sale <input type="checkbox"/> Attorney Appointment <input type="checkbox"/> Body Attachment Issuance <input type="checkbox"/> Commission Issuance	<input type="checkbox"/> Constructive Trust <input type="checkbox"/> Contempt <input type="checkbox"/> Deposition Notice <input type="checkbox"/> Dist Ct Mtn Appeal <input type="checkbox"/> Financial <input type="checkbox"/> Grand Jury/Petit Jury <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Perpetuate Testimony/Evidence <input type="checkbox"/> Prod. of Documents Req. <input type="checkbox"/> Receivership <input type="checkbox"/> Sentence Transfer <input type="checkbox"/> Set Aside Deed <input type="checkbox"/> Special Adm. - Atty <input type="checkbox"/> Subpoena Issue/Quash <input type="checkbox"/> Trust Established <input type="checkbox"/> Trustee Substitution/Removal <input type="checkbox"/> Witness Appearance-Compel PEACE ORDER <input type="checkbox"/> Peace Order EQUITY <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Equitable Relief <input type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mandamus OTHER <input type="checkbox"/> Accounting <input type="checkbox"/> Friendly Suit <input type="checkbox"/> Grantor in Possession <input type="checkbox"/> Maryland Insurance Administration <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Specific Transaction <input type="checkbox"/> Structured
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IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Compensatory | <input checked="" type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☒ Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

☐ Under \$10,000 ☐ \$10,000 - \$30,000 ☐ \$30,000 - \$100,000 ☐ Over \$100,000

☐ Medical Bills \$ _____ ☐ Wage Loss \$ _____ ☐ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☐ Yes ☒ No C. Settlement Conference ☒ Yes ☐ No
B. Arbitration ☐ Yes ☒ No D. Neutral Evaluation ☐ Yes ☒ No

SPECIAL REQUIREMENTS

- ☐ If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041
- ☐ If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.

(Case will be tracked accordingly)

- ☒ 1/2 day of trial or less ☐ 3 days of trial time
☐ 1 day of trial time ☐ More than 3 days of trial time
☐ 2 days of trial time

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- ☒ **Expedited**- Trial within 7 months of Defendant's response ☐ **Standard** - Trial within 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.

- ☐ **Expedited** - Trial within 7 months of Defendant's response ☐ **Standard** - Trial within 18 months of Defendant's response

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- ☐ Expedited Trial 60 to 120 days from notice. Non-jury matters.
- ☐ Civil-Short Trial 210 days from first answer.
- ☐ Civil-Standard Trial 360 days from first answer.
- ☐ Custom Scheduling order entered by individual judge.
- ☐ Asbestos Special scheduling order.
- ☐ Lead Paint Fill in: Birth Date of youngest plaintiff_____.
- ☐ Tax Sale Foreclosures Special scheduling order.
- ☐ Mortgage Foreclosures No scheduling order.

CIRCUIT COURT FOR BALTIMORE COUNTY

- ☐ Expedited
(Trial Date-90 days) Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- ☐ Standard
(Trial Date-240 days) Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- ☐ Extended Standard
(Trial Date-345 days) Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- ☐ Complex
(Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

January 21, 2022

Date

4800 Hampden Lane, 6th Floor

Address

Bethesda

City

MD

State

20814

Zip Code

/s/ Roy Niedermayer

Signature of Counsel / Party

Roy I. Niedermayer

Printed Name

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

FIRST CLASS TITLE, INC.
 1803 Research Boulevard
 Suite 512
 Bethesda, MD 20814

Plaintiff,

v.

Case No. _____

RLI INSURANCE COMPANY
 9025 North Lindbergh Drive
 Peoria, IL 61615

Serve: Maryland Insurance Commissioner
 Maryland Insurance Administration
 200 St. Paul Place, Suite 2700
 Baltimore, MD 21202

Defendant.

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, First Class Title, Inc. ("Insured"), through its undersigned attorneys, Roy I. Niedermayer, Esquire, and Paley, Rothman, Goldstein, Rosenberg, Eig & Cooper, Chartered, and sues RLI Insurance Company (collectively the "Insurer"), as set forth below, for a declaratory judgment as follows.

NATURE OF THIS ACTION

1. Insured brings this action for a declaration that the Insurer has a duty to defend Insured in an action pending in the United States District Court for the District of Columbia arising from the Insured performance of actions within the coverage of the Insurer's policy issued to the Insured and in full force and effect at the time of the claims against the Insured, but for which the Insurer has refused to provide Insured a defense and breached its duty to defend the Insured under the insurance policy.

**PALEY
 ROTHMAN**
ATTORNEYS AT LAW

4800 HAMPDEN LANE
 6TH FLOOR
 BETHESDA, MD 20814
 301-656-7603
 301-654-7354 fax

www.paleyrothman.com

PARTIES

2. Insured is a Maryland corporation engaged in the business of providing settlement and title services related to real estate transactions with its principal place of business located at 1803 Research Boulevard, Suite 512, Rockville, MD 20814.

3. Insurer is an Illinois corporation, qualified to do business in the State of Maryland, in the business of providing liability insurance for businesses in the State of Maryland.

JURISDICTION & VENUE

4. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds \$30,000.

5. This Court has personal jurisdiction under Md. Code Ann., Courts and Judicial Proceedings, §§ 6-102 and 6-103.

6. The Court has the authority to enter a declaratory judgment pursuant to Md. Cts. & Jud. Proc. Code Ann. §3- 406.

7. Venue is proper in this Court under Md. Code. Ann., Courts and Judicial Proceedings, §§ 6-201 because the engagement, contracts, performance of services and breach occurred in Montgomery County, Maryland.

STATEMENT OF CLAIM FOR DECLARATORY JUDGMENT
(Breach of Contract)

8. Insurer issued a policy of professional liability insurance, No. RTP0021009 and titled "Target Professionals – Miscellaneous Professional Liability Policy" (the "Policy") to Insured for claims made against Insured during a policy coverage period from 12:01 A.M. on January 4, 2021 to 12:01 A.M. on January 4, 2022 local time.

9. The Policy provides coverage for "ONLY THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND FIRST REPORTED TO THE INSURER DURING THE POLICY PERIOD."

10. The Policy also provided in paragraph 3 that, for claims made against the Insured, the Insurer "has the right and duty to defend any Claim to which this insurance applies . . . even if the allegations of the Claim are groundless, false or fraudulent."

11. On or about November 3, 2021, a claim was made against the Insured when the Insured was named as a defendant in an action in the United States District Court for the District of Maryland, Case No. 1:21-cv-02876-RJL entitled *Tracy George v. Allen Martin Ventures, LLC* (the "Action").

12. Paragraph 5 of the complaint in the Action avers the following about the Insured:

This Defendant is the Title Company receiving funds in escrow from Plaintiff, drafting several of the documents at issue in this case, acting as a fiduciary to Plaintiff and disbursing funds in an unauthorized manner to other Defendants.

13. The complaint in the Action further avers in paragraph 47 that:

Defendant. . . First Class Title . . . received the Principal Loan Amount into its escrow account in connection with the purchase of the [real] Property.

14. The complaint in the Action further avers in paragraph 48 that:

Defendant First Class Title . . . failed to ensure the payoff of pre-existing deeds of trust at closing so that Plaintiff's loan would have had the most senior priority.

15. The actions described in the portions of the complaint referenced in paragraphs 12-14, *supra*, are the nature and type of services regularly performed by title settlement companies and agents in the ordinary course of business and which were performed by Insured in its regular and customary business activities.

16. The actions described in the portions of the complaint referenced in paragraphs 12-14, *supra* constitute assertion of claims against the Insured for damages and other relief (the "Claims").

17. In 2021, the Insured timely notified the Insurer about the Action and the Claims.

18. The Claims were made and arose during the period of insurance coverage of the Policy.

19. The Insured tendered the Claims and the Action to the Insurer for the provision of counsel and a defense pursuant to the obligations of the Insurer under the terms of the Policy.

20. The Insurer denied coverage under the Policy for the Claims and refused to provide counsel and a defense to the Insured.

21. The Insured has been caused to engage its own counsel and provide a defense to the Action and the Claims.

22. The Insured has incurred costs and legal fees and continues to incur costs and legal fees due to the failure of the Insurer to provide a defense at the expense of Insurer.

23. An actual controversy exists between the Insurer and the Insured over the duty of the Insurer to provide counsel and a defense to the Insured under the Policy.

24. An actual controversy exists between the Insurer and the Insured over the duty of the Insurer to indemnify the Insured for losses due to the Claims under the terms of the Policy.

25. The Insurer and Insured have antagonistic claims which indicate imminent and inevitable litigation.

26. The Insured asserts a legal relation, status, right, or privilege which is denied by the Insurer.

27. The matters, claims and disputes set forth herein constitute a present and actual controversy between the Insurer and Insured concerning their rights and about which declaratory relief will resolve the dispute.

WHEREFORE, First Class Title, Inc. respectfully requests that this Honorable Court:

A. Enter a declaratory judgment in favor of Insured and against the Insurer declaring that the Insurer has a duty to defend the Insured in the Action and against the Claims in accordance with the terms of the Policy;

B. Enter a declaratory judgment in favor of Insured and against the Insurer declaring that the Insurer must reimburse the Insured for legal fees and costs incurred by the Insured in the defense of the Action until the Insurer provides counsel and a defense;

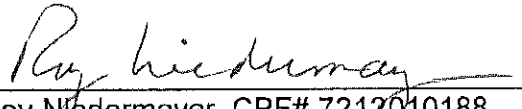
C. Enter a money judgment against Insurer in the amount of the reasonable attorney's fees and costs incurred by the Insured in the defense of the Action until the date when the Insurer assumed the defense of the Insured;

D. Award Insured its costs, expenses and reasonable attorneys' fees arising from the filing of this action to which the Insured is permitted by Maryland law; and

E. Award the Insured such other and further relief as might be necessary just and equitable including further declarations of rights as requested.

Respectfully Submitted,

PALEY, ROTHMAN, GOLDSTEIN
ROSENBERG, EIG & COOPER, CHTD.

By: 
Roy Niedermayer CPF# 7212010188

4800 Hampden Lane, 6th Floor
Bethesda, Maryland 20814
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Counsel for First Class Title, Inc.